

RECORDATION NO. 7463-I FILED & RECORDED

FEB 4 1975 -12 05 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of September 1 1974, between MANUFACTURERS HANOVER TRUST COMPANY (hereinafter called the Trustee) and UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (hereinafter called the Company).

WHEREAS the Trustee and the Company have entered into an Equipment Trust Agreement dated as of August 1, 1974 (hereinafter called the Agreement);

WHEREAS the Agreement has been filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on September 11, 1974, at 3:35p.m. and assigned recordation number 7463-I ; and

WHEREAS the parties hereto now desire to amend the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. Section 8.03 of the Agreement is hereby amended by adding the following paragraph:

"Ownership of any Trust Certificate by the Company or the Lessee or an affiliate of the Company or the Lessee shall not affect the obligations of the Company hereunder, or the rights and remedies of the Trustee or any other holder of Trust Certificates. Trust Certificates owned of record or beneficially by the Company, the Lessee or any affiliate of either of them shall in all respects and at any times during any period so owned be inferior and subordinate and subject in right

of payment of principal thereof and interest thereon and other amounts, if any, due in respect thereof to the prior payment in full of the principal of and interest on and other amounts, if any, due in respect of Trust Certificates owned by other holders. No extension, modification, waiver, or release of security by other holders of Trust Certificates shall affect this subordination. If any such payments shall for any reason (including, but not limited to, lack of knowledge by the Trustee of ownership of Trust Certificates by the Company, the Lessee or any affiliate of the Company or the Lessee) be received by the Company, the Lessee, or any affiliate of the Company or the Lessee before prior payment in full of the amounts due other holders of Trust Certificates, the Company, the Lessee, or any affiliate of the Company of the Lessee, as the case may be, will hold the same in trust and promptly return the same to the Trustee for distribution to other holders pursuant to this Agreement. The interest of the Company, the Lessee and any affiliate of the Company or the Lessee in and to the Trust Equipment, the Lease, the Lease Assignment, the Consent, and any rights and remedies hereunder or thereunder arising out of ownership of Trust Certificates, shall in all respects be inferior and subordinate to the interests of other holders of Trust Certificates. Nothing in this Section 8.03 is intended to impair or otherwise affect the payment obligation evidenced by any of the Trust Certificates, including those which may be held by the Company, the Lessee or any affiliate of the Company or the Lessee, or any guaranty thereof or security therefor, or to affect the rights or remedies of or otherwise benefit any person or persons other than the Lessee, the Company, the Trustee and other holders of Trust Certificate

2. Section 9.05 of the Agreement is hereby amended by deleting the clause "and shall be entitled to rely upon an Opinion of Counsel," from the first sentence of the second paragraph thereof.

3. The Company will promptly cause this Amendment Agreement to be filed and recorded in accordance with the provisions of Section 7.02 of the Agreement.

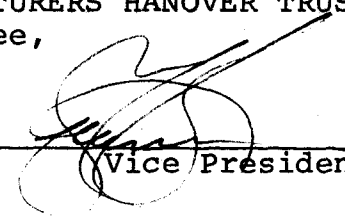
4. Except as amended hereby, the Agreement shall

remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

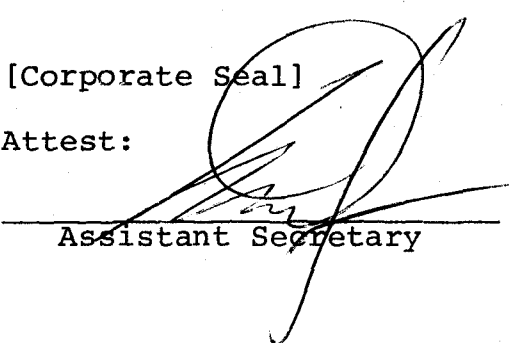
MANUFACTURERS HANOVER TRUST COMPANY  
Trustee,

by

  
Vice President

[Corporate Seal]

Attest:

  
Assistant Secretary


UNITED STATES TRUST COMPANY OF  
NEW YORK,

by

  
Vice President

[Corporate Seal]

Attest:

  
Assistant Secretary

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this 30 day of *January* 1975, before me personally appeared T. C. CRANE, to me personally known, who being by me duly sworn, says that he is Vice President of MANUFACTURERS HANOVER TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*J. Leslie Daniels*  
Notary Public

[Notarial Seal]

J. LESLIE DANIELS  
Notary Public, State of New York  
Commission Expires 12/31/76  
County of New York

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this 31 day of JANUARY 1975, before me personally appeared **MALCOLM J. HOOD**, to me personally known, who being by me duly sworn, says that he is **VICE PRESIDENT** of UNITED STATES TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, that said instrument was signed and sealed on behalf of said company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

  
Notary Public

[Notarial Seal]

THOMAS B. ZAKRZEWSKI  
Notary Public, State of New York  
No. 24-9820331  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires March 30, 1976